

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PLUMBERS' PENSION FUND, LOCAL 130, U.A.;)
PLUMBERS' WELFARE FUND, LOCAL 130, U.A.;)
THE TRUST FUND FOR APPRENTICE AND)
JOURNEYMAN EDUCATION AND TRAINING)
LOCAL 130, U.A.; AND PLUMBERS' RETIREMENT)
SAVINGS PLAN FUND, LOCAL 130, U.A.)

Plaintiffs,)

v.)

JESUS MARTINEZ & JUANA MARTINEZ as sole)
Proprietors of JM PLUMBING, an unincorporated entity,)
and JM COMMERCIAL PLUMBING, LLC,)
an Illinois limited liability company,)

Defendants.)

Case No.: 25 CV

COMPLAINT

Plaintiffs, the PLUMBERS' WELFARE FUND, LOCAL 130, U.A., *et al.* ("Funds"), by its attorneys, Gregory W. Hosé, Andrew S. Pigott, and Kyle R. Sullivan of the law firm of Gregorio, Stec, Klein & Hosé, LLC, complain of the Defendants, JESUS MARTINEZ and JUANA MARTINEZ, sole proprietors of JM PLUMBING ("JM"), an unincorporated entity, and JM COMMERCIAL PLUMBING, LLC ("JM Commercial"), an Illinois limited liability company, and allege as follows:

Jurisdiction

1. This action arises under Section 502 of the Employee Retirement Income Security Act and Section 301 of the Taft-Hartley Act. (29 U.S.C. §§1132 and 185). Jurisdiction is founded on the existence of questions arising thereunder.

Venue

2. The Funds are administered in Chicago, Illinois, so that venue is proper in the Northern District of Illinois pursuant to 29 U.S.C. Section 1132(e)(2).

3. Jesus and Juana Martinez reside in Tinley Park, Illinois, but operate JM out of Bridgeview, Illinois. Both municipalities lie in the Northern District.

4. JM Commercial is an Illinois limited liability company operating out of the same Bridgeview, Illinois address as JM, in the Northern District.

Parties

The Funds

5. The Funds receive contributions from numerous employers pursuant to Collective Bargaining Agreements (CBAs) between the Plumbing Contractors Association of Greater Chicago and Plumbers Local 130, U.A., ("Local 130").

6. The Funds are multi-employer plans under 29 U.S.C. §1002.

Jesus & Juana Martinez d/b/a JM Plumbing

7. Jesus and Juana Martinez are husband and wife.

8. Together, as sole proprietors, the Martinezes operate JM, an unincorporated, unorganized business entity.

9. JM is an employer engaged in an industry affecting commerce, namely commercial and industrial plumbing.

10. At all times pertinent, JM was bound to a CBA with Local 130.

11. The CBA binds JM to the provisions of the Agreements and Declarations of Trust creating the Funds ("Trust Agreements").

12. Under the CBA and Trust Agreements, JM is required to contribute CBA-set

amounts to the Funds for each hour by its bargaining unit employees.

13. Under the CBA and Trust Agreements, JM is to submit reports to the funds reflecting the hours worked and contribute fringe benefits for bargaining unit employees.

14. Under the CBA and Trust Agreements, JM must produce its books and records to the Funds' Auditor to Ensure it has made all the required Contributions.

JM Commercial Plumbing

15. The Martinezes are JM Commercial's managers.

16. JM Commercial is an employer engaged in an industry affecting commerce, namely commercial and industrial plumbing.

17. In their Answer to the Funds' First Amended Complaint in 22 CV 5502 (*Dkt. #37*, ¶¶39-45, 49), JM and JM Commercial admitted they constituted a single employer, were alter egos to each other, and that JM Commercial was further bound to the Local 130 CBA under its "Employer Entities Bound" provision.

Claim

18. Neither JM, nor JM Commercial Plumbing, have submitted contribution reports, or made any contribution payments to the Funds since February 7, 2025.

19. JM and JM Commercial have breached the provisions of the Collective Bargaining Agreement and Trust Agreements, ERISA and the LMRA, by failing to submit its contribution reports and corresponding payments to the Funds since February 7, 2025.

WHEREFORE, Plaintiffs ask this Court to:

- A. Order Defendant to submit all outstanding contribution reports from February 7, 2025, to present.
- B. Enter judgment in favor of the Plaintiffs and against the Defendants, on the amounts reflected as due in the outstanding reports.

- C. Award Plaintiffs liquidated damages and interest or double interest pursuant to the CBA, Trust Agreement, and 29 U.S.C. §1132(g)(2).
- D. Award Plaintiffs' their attorney fees and costs pursuant to the CBA, Trust Agreement, and 29 U.S.C. §1132(g)(2).
- E. Grant Plaintiffs such other and further relief as by the Court deems just and equitable.

Respectfully submitted,
Plumbers Welfare Fund,
Local 130, U.A., *et al.*

By: /s/ Gregory Hosé
One of Plaintiffs' Attorneys

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